

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/09/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Noodles & Company		
Street Address:	520 Zang Street, Suite D		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: DELAWARE		
Name:	TNSC, Inc.		
Street Address:	520 Zang Street, Suite D		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: COLORADO		
Name:	Noodles & Company Services Corp.		
Street Address:	520 Zang Street, Suite D		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: COLORADO		
Name:	Noodles & Company Finance Corp.		
Street Address:	520 Zang Street, Suite D		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: COLORADO		
Name:	The Noodle Shop, Co. - Colorado, Inc.		
Street Address:	520 Zang Street, Suite D		
City:	Broomfield		

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State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: COLORADO
Name:	The Noodle Shop, Co. - Wisconsin, Inc.
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: WISCONSIN
Name:	The Noodle Shop, Co. - Minnesota, Inc.
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: MINNESOTA
Name:	The Noodle Shop, Co. - Illinois, Inc.
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: ILLINOIS
Name:	The Noodle Shop, Co. - Virginia, Inc.
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: VIRGINIA
Name:	The Noodle Shop, Co. - Maryland, Inc.
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: MARYLAND
Name:	The Noodle Shop, Co. - College Park, LLC
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Limited Liability Company: MARYLAND

TRADEMARK

REEL: 006329 FRAME: 0387

Name:	The Noodle Shop, Co. - Baltimore County, LLC
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Limited Liability Company: MARYLAND
Name:	The Noodle Shop, Co. - Annapolis, LLC
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Limited Liability Company: MARYLAND
Name:	The Noodle Shop, Co. - Montgomery County, Maryland
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: MARYLAND
Name:	The Noodle Shop, Co. - Charles County, Inc.
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: MARYLAND
Name:	The Noodle Shop, Co. - Howard County, Inc.
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: MARYLAND
Name:	The Noodle Shop, Co. - Kansas, LLC
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Limited Liability Company: KANSAS
Name:	The Noodle Shop, Co. - Delaware, Inc.
Street Address:	520 Zang Street, Suite D
City:	Broomfield

TRADEMARK

REEL: 006329 FRAME: 0388

State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	77947776	ANGRY NOODLE
Registration Number:	3553349	CRAVE CARD
Registration Number:	3487650	CRAVE CARD
Registration Number:	3319319	CRAVE CARD
Registration Number:	2612158	EVERY GUEST, EVERY BOWL, EVERY TIME.
Registration Number:	3480259	FEED THE WHOLE GROUP
Registration Number:	3400230	FRESH SAUTÉ & GRILL
Registration Number:	2894090	JAPANESE PAN NOODLES
Registration Number:	3799450	LUNCH BUDDY
Serial Number:	77711803	MAC & MEATBALLS
Registration Number:	2955809	
Registration Number:	2907868	
Registration Number:	3484203	MULTITOODLES
Registration Number:	3660851	NOODLEGRAM
Registration Number:	2547018	NOODLES & COMPANY
Registration Number:	3663655	NOODLES & COMPANY
Registration Number:	3333189	NOODLES & COMPANY
Registration Number:	2651073	NOODLES & COMPANY
Registration Number:	3594116	NOODLES & COMPANY
Registration Number:	3437320	NOODLEVILLE
Registration Number:	2893106	NOODLEWEAR
Registration Number:	2907496	PESTO CAVATAPPI
Registration Number:	2953812	PUDDIN' COOKIE
Serial Number:	77813518	REAL FOOD. REAL QUICK.
Serial Number:	77814246	SQUARE BOWL
Serial Number:	77716533	STOP AND TASTE THE NOODLES
Registration Number:	2894091	WISCONSIN MAC & CHEESE
Serial Number:	85264880	SQUARE BOX
Serial Number:	85573804	NOODLES & COMPANY YOUR WORLD KITCHEN
Serial Number:	85573798	YOUR WORLD KITCHEN
Serial Number:	86070175	A LITTLE HIGH HEAT FROM THE HIGH MOUNTAI
Serial Number:	86048423	NOODLES & COMPANY
Serial Number:	86048440	NOODLES CINEMA

Property Type	Number	Word Mark
Serial Number:	86070161	SMOLDER FROM BOULDER
Serial Number:	86048436	
Serial Number:	85681506	NOODLES & COMPANY

CORRESPONDENCE DATA

Fax Number: 3105527031
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 310-551-8755
Email: pto-cc@gibsondunn.com
Correspondent Name: Mandy Robertson-Bora
Address Line 1: 2029 Century Park East, 40th Floor
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: LOS ANGELES, CALIFORNIA 90067-3026

ATTORNEY DOCKET NUMBER:	66732-00019
NAME OF SUBMITTER:	Mandy Robertson-Bora
SIGNATURE:	/mandy robertson-bora/
DATE SIGNED:	05/10/2018

Total Attachments: 9
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of May 9, 2018, is made by Bank of America, N.A., as Administrative Agent (in such capacity, the "Grantee"), in favor of the Grantors listed on Schedule I hereof (collectively, the "Grantors" and each, individually, a "Grantor"). Unless otherwise defined herein, capitalized terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, the Grantors and the Grantee entered into (i) that certain Notice of Grant of Security Interest in Trademarks, dated as of November 14, 2007, recorded at Reel 3667, Frame 0930 in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on November 28, 2007, (ii) that certain Notice of Grant of Security Interest in Trademarks, dated as of February 28, 2011, recorded at Reel 4489, Frame 0418 in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on March 3, 2011, (iii) that certain Notice of Grant of Security Interest in Trademarks, dated as of August 2, 2012, recorded at Reel 4835, Frame 0355 in the Trademark Division of the USPTO on August 3, 2012, and (iv) that certain Notice of Grant of Security Interest in Trademarks, dated as of November 22, 2013, recorded at Reel 5177, Frame 0100 in the Trademark Division of the USPTO on December 6, 2013 (collectively, the "Trademark Grants").

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of February 28, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the "Grantors" party thereto from time to time and the Grantee and (ii) the Trademark Grants, the Grantors pledged and granted to the Grantee a security interest in and continuing lien on all of the Grantors' right, title and interest in, to and under the Trademarks, including those trademarks and trademark applications listed on Exhibit A attached hereto;

WHEREAS, the Grantee has agreed to terminate, release and discharge its security interest and lien on all of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantors secured by the Trademarks pursuant to the Security Agreement and the Trademark Grants, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. The Grantee hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Grantors' right, title and interest in, to and under the Trademarks and hereby reassigns any and all such right, title and interest (if any) that the Grantee may have in the Trademarks to the Grantors.

2. The Grantee authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT

REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

4. This Termination may be executed in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Termination by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Termination.

[Remainder of page intentionally blank; signature pages follow]

BANK OF AMERICA, N.A.,
as Administrative Agent and Grantee

By: Melissa Mullis
Name: Melissa Mullis
Title: Assistant Vice President

SCHEDULE I

List of Grantors

NOODLES & COMPANY

TNSC, INC.

NOODLES & COMPANY SERVICES CORP.

NOODLES & COMPANY FINANCE CORP.

THE NOODLE SHOP, CO. - COLORADO, INC.

THE NOODLE SHOP, CO. - WISCONSIN, INC.

THE NOODLE SHOP, CO. - MINNESOTA, INC.

THE NOODLE SHOP, CO. - ILLINOIS, INC.

THE NOODLE SHOP, CO. - VIRGINIA, INC.

THE NOODLE SHOP, CO. - MARYLAND, INC.

THE NOODLE SHOP, CO. - COLLEGE PARK, LLC

THE NOODLE SHOP, CO. - BALTIMORE COUNTY, LLC

THE NOODLE SHOP, CO. - ANNAPOLIS, LLC

THE NOODLE SHOP, CO. - MONTGOMERY COUNTY, MARYLAND

THE NOODLE SHOP, CO. - CHARLES COUNTY, INC.

THE NOODLE SHOP, CO. - HOWARD COUNTY, INC.

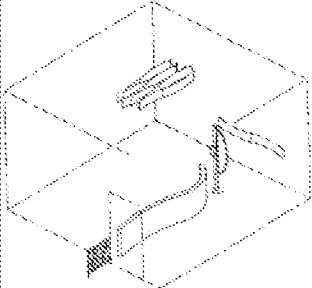
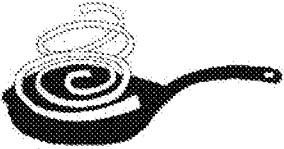
THE NOODLE SHOP, CO. - KANSAS, LLC


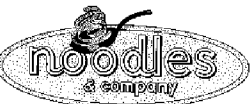

THE NOODLE SHOP, CO. - DELAWARE, INC.


EXHIBIT A

Trademarks

Trademark/SN/RN	Status/Key Dates
ANGRY NOODLE ANGRY NOODLE SN:77-947776	Allowed - Intent to Use Notice of Allowance Issued January 4, 2011 Int'l Class: 30 Filed: March 1, 2010 Published: November 9, 2010
CRAVE CARD CRAVE CARD SN:77-454019 RN:3,553,349	Registered December 30, 2008 Int'l Class: 36 First Use: April 1, 2003 Filed: April 21, 2008 Published: October 14, 2008
CRAVE CARD CRAVE CARD SN:77-302744 RN:3,487,650	Registered August 19, 2008 Int'l Class: 43 First Use: April 1, 2003 Filed: October 12, 2007 Published: June 3, 2008
CRAVE CARD SN:78-157417 RN:3,319,319	Registered October 23, 2007 Int'l Class: 43 First Use: April 1, 2003 Filed: August 23, 2002 Published: April 8, 2003 Allowed: May 24, 2005
EVERY GUEST, EVERY BOWL, EVERY TIME. SN:76-230481 RN:2,612,158	Registered 8 Accepted September 15, 2008 Int'l Class: 42 First Use: May, 1997 Filed: March 23, 2001 Published: June 4, 2002 Registered: August 27, 2002
FEED THE WHOLE GROUP FEED THE WHOLE GROUP SN:77-363806 RN:3,480,259	Registered August 5, 2008 Int'l Class: 43 First Use: January 2, 2008 Filed: January 3, 2008 Published: May 20, 2008
FRESH SAUTE & GRILL Fresh Sauté & Grill SN:76-631356 RN:3,400,230	Registered Supplemental Register March 18, 2008 Int'l Class: 43 First Use: March 1, 2005 Filed: February 15, 2005

Trademark/SN/RN	Status/Key Dates
<p>JAPANESE PAN NOODLES</p> <p>SN:76-248151 RN:2,894,090</p>	<p>Registered Principal Register - Sec. 2(F) 8 & 15 October 20, 2010 Int'l Class: 42 First Use: October, 1995 Filed: April 5, 2001 Published: July 27, 2004 Registered: October 19, 2004</p>
<p>LUNCH BUDDY</p> <p>LUNCH BUDDY</p> <p>SN:77-860655 RN:3,799,450</p>	<p>Registered June 8, 2010 Int'l Class: 16 First Use: November 23, 2009 Filed: October 29, 2009 Published: March 23, 2010</p>
<p>MAC & MEATBALLS</p> <p>MAC & MEATBALLS</p> <p>SN:77-711803</p>	<p>Pending - Final Refusal Mailed Principal Register - Sec. 2(F) Int'l Class: 29 August 29, 2010 Filed: April 10, 2009</p>
<p>MISCELLANEOUS DESIGN</p>  <p>SN:76-334791 RN:2,955,809</p>	<p>Registered Supplemental Register May 24, 2005 Int'l Class: 42 First Use: November 17, 1998 Filed: October 24, 2001</p>
<p>MISCELLANEOUS DESIGN</p>  <p>SN:76-536590 RN:2,907,868</p>	<p>Registered 8 & 15 March 6, 2010 Int'l Class: 43 First Use: September 22, 1999 Filed: July 2, 2003 Published: September 14, 2004 Registered: December 7, 2004</p>
<p>MULTITOODLES</p> <p>MULTITOODLES</p> <p>SN:77-363812 RN:3,484,203</p>	<p>Registered August 12, 2008 Int'l Class: 43 First Use: January 2, 2008 Filed: January 3, 2008 Published: May 27, 2008</p>

Trademark/SN/RN	Status/Key Dates
NOODLEGRAM NOODLEGRAM SN:77-657005 RN:3,660,851	Registered July 28, 2009 Int'l Class: 35 First Use: February, 2006 Filed: January 26, 2009 Published: May 12, 2009
NOODLES & COMPANY SN:76-230756 RN:2,547,018	Registered Principal Register March 12, 2002 Int'l Class: 42 First Use: September, 1995 Filed: March 23, 2001 Published: December 18, 2001
NOODLES & COMPANY NOODLES & COMPANY SN:77-674355 RN:3,663,655	Registered Principal Register – Sec. 2(F) August 4, 2009 Int'l Class: 29, 30 First Use: January 1, 2000 Filed: February 20, 2009 Published: May 19, 2009
NOODLES & COMPANY and Design  SN:76-661267 RN:3,333,189	Registered Principal Register – Sec. 2(F) November 13, 2007 Int'l Class: 43 First Use: September 1, 2004 Filed: June 8, 2006 Published: August 28, 2007
NOODLES & COMPANY and Design  SN:76-026711 RN:2,651,073	Registered Principal Register – Sec. 2(F) In Part November 19, 2002 Int'l Class: 42 First Use: September, 1995 Filed: April 14, 2000 Published: August 27, 2002
NOODLES & COMPANY and Design  SN:77-452703 RN:3,594,116	Registered Principal Register - Sec. 2(F) March 24, 2009 Int'l Class: 29, 30 First Use: September 1, 2004 Filed: April 19, 2008 Published: January 6, 2009
NOODLEVILLE NOODLEVILLE SN:77-172403 RN:3,437,320	Registered May 27, 2008 Int'l Class: 43 First Use: June 20, 2007 Filed: May 3, 2007 Published: October 30, 2007 Allowed: January 22, 2008

Trademark/SN/RN	Status/Key Dates
NOODLEWEAR (Stylized)  SN:78-157429 RN:2,893,106	Registered October 12, 2004 Int'l Class: 25, 26 First Use: May 30, 2002 Filed: August 23, 2002 Published: July 20, 2004
PESTO CAVATAPPI SN:76-248150 RN:2,907,496	Registered Principal Register - Sec. 2(F) 8 & 15 March 6, 2010 Int'l Class: 42 First Use: October, 2000 Filed: April 5, 2001 Published: September 14, 2004 Registered: December 7, 2004
PUDDIN' COOKIE Puddin' Cookie SN:76-591372 RN:2,953,812	Registered Supplemental Register May 17, 2005 Int'l Class: 30 First Use: October 1, 2000 Filed: May 6, 2004
REAL FOOD. REAL QUICK. REAL FOOD. REAL QUICK. SN:77-813518	Pending - Suspended January 12, 2011 Int'l Class: 43 Filed: August 26, 2009
SQUARE BOWL SQUARE BOWL SN:77-814246	Allowed - Intent to Use 1st Extension of Time Granted December 18, 2010 Int'l Class: 29, 30 Filed: August 27, 2009 Published: April 27, 2010 Allowed: June 22, 2010
STOP AND TASTE THE NOODLES STOP AND TASTE THE NOODLES SN:77-716533	Allowed - Intent to Use 2nd Extension of Time Granted November 15, 2010 Int'l Class: 43 Filed: April 17, 2009 Published: August 11, 2009 Allowed: November 3, 2009
WISCONSIN MAC & CHEESE SN:76-248152 RN:2,894,091	Registered Principal Register - Sec. 2(F) 8 & 15 August 23, 2010 Int'l Class: 42 First Use: October, 1995 Filed: April 5, 2001 Published: July 27, 2004 Registered: October 19, 2004
NOODLES & COMPANY Australian Registration AN: 986834 RN: 986834	Registered September 13, 2004 Int'l Class: 25, 30, 43 Filed: January 30, 2004
NOODLES & COMPANY Canadian Application AN:1204755-00	Pending - Extension of Time December 2, 2010 Pending - Extension of Time December 2, 2010 Filed: January 30, 2004 Published: September 10, 2008

Trademark/SN/RN	Status/Key Dates
NOODLES & COMPANY European Community Registration AN: 003637881 RN: 003637881	Registered April 26, 2005 Int'l Class: 25, 30, 43 Filed: January 29, 2004
NOODLES & COMPANY Mexican Application AN: 1105434	Filed: July 20, 2010

Mark	Filing Date	Application	Owner Name
SQUARE BOX	3/11/2011	85/264,880	Noodles & Company
NOODLES & COMPANY YOUR WORLD KITCHEN	3/19/2012	85/573,804	Noodles & Company
YOUR WORLD KITCHEN	3/19/2012	85/573,798	Noodles & Company

Mark	File Date	Application #	Registration Date	Registration #	Owner Name
A LITTLE HIGH HEAT FROM THE HIGH MOUNTAINS	9/20/2013	86/070,175	N/A	N/A	Noodles & Company
NOODLES & COMPANY	8/26/2013	86/048,423	N/A	N/A	Noodles & Company
NOODLES CINEMA	08/26/2013	86/048,440	N/A	N/A	Noodles & Company
SMOLDER FROM BOULDER	9/20/2013	86/070,161	N/A	N/A	Noodles & Company
(DESIGN ONLY – WHITE BOWL)	8/26/2013	86/048,436	N/A	N/A	Noodles & Company
NOODLES & COMPANY	07/19/2012	85/681,506	3/19/2013	4,304,937	Noodles & Company